

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF GEORGIA

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Nichon Roberson

Case No.

Plaintiff,

v.

Rentdebt Automated Collections, LLC; and
Experian Information Solutions, Inc.

Defendants.

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INTRODUCTION AND BACKGROUND FACTUAL INFORMATION

1. Plaintiff, Nichon Roberson, a medical doctor, brings this lawsuit against Rentdebt Automated Collections, LLC (“Rentdebt”) and Experian Information Solutions, Inc. (“Experian”) for violations of the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. (“FCRA”).
2. Plaintiff’s Experian credit report falsely shows an unpaid past due collection of account of \$483 tradeline to Rentdebt with an original creditor of “The Columns at Lake Ridge”. See Exhibit A.
3. During the past year Plaintiff disputed the false tradeline multiple times with Experian by regular mail, phone and through its online dispute system.
4. Plaintiff mailed a dispute letter to Rentdebt and Equifax and Trans Union as well.
5. For instance, Plaintiff obtained a December 2, 2019 letter on letterhead from

the General Counsel of ECI Management, LLC, Michael F. Coogan, addressed to Experian saying that it was the property manager for “Plaintiff’s tenancy at The Columns at Lake Ridge.....[and that tradeline] should be removed from her credit report”. See Exhibit B.

6. Plaintiff mailed this letter along with her dispute to Experian.
7. Upon receiving the dispute notice, Experian claimed that it “reviewed the documentation [Plaintiff] provided with [her] dispute, but determined that it was not sufficient to make the changes or deletions [she] requested”. See Exhibit C.
8. Experian then “forwarded [Plaintiff’s] documentation to [Rentdebt], along with a description of [Plaintiff’s] dispute, and asked them to investigate [Plaintiff’s] dispute.” See Exhibit C.
9. Neither Rentdebt nor Experian corrected Plaintiff’s Experian credit report.
10. As a result of the false tradeline, Plaintiff’s credit score was adversely affected.
11. Plaintiff needed to request a credit-based loan for an academic course that began March 2, 2020 but the false tradeline interfered with her ability to do so.
12. The tradeline also interfered with Plaintiff’s prospects of applying to medical residency.

13. Plaintiff suffered emotional distress damages, including frustration, irritation and anxiety as a result of Defendants' conduct.
14. Plaintiff suffered monetary damages because of the cost of postage of mailing the dispute letters to Experian.
15. Plaintiff also suffered a loss of time dealing with her erroneous credit report.

JURISDICTION AND VENUE

16. This Court has jurisdiction under §15 USC 1681(p) (FCRA).
17. Venue in this District is proper because a substantial part of the events giving rise to this lawsuit occurred within this district.

PARTIES

18. Rentdebt is a corporation in Georgia.
19. Rent debt is a debt collector as defined by the FDCPA. See
<https://www.rentdebt.com/>
20. Rentdebt is also a furnisher under the FCRA because it reports information to credit reporting agencies.
21. Experian is a corporation in Ohio.

22. Experian is a “consumer reporting agency” as defined by the FCRA.

VIOLATIONS ALLEGED

COUNT I – FCRA CLAIM AGAINST EXPERIAN

23. Plaintiff incorporates all of the above paragraphs as though fully stated herein.

24. Under the Fair Credit Reporting Act, 15 U.S.C. §1681i, Experian is required to conduct a reasonable investigation if a consumer such as plaintiff disputes the accuracy of an item on her credit report.

25. Despite a letter from the managing agent of the apartment complex saying that Plaintiff's debt was being reported incorrectly, Experian failed and refused to correct the credit report.

26. Experian willfully and negligently violated 1681i as it did not correct plaintiff's credit report to remove the negative tradeline as directed.

27. Experian violated section 1681e of the FCRA willfully and/or negligently because they did not have reasonable procedures to insure that tradelines were removed when a consumer such as plaintiff makes the disputes that she made in this case.

28. Experian willfully and negligently (a) failed to have reasonable procedures to assure maximum possible accuracy when it issued consumer reports

containing the erroneous tradeline after Plaintiff made her dispute.

COUNT II – FCRA CLAIM AGAINST RENTDEBT

29. Plaintiff incorporates all of the above paragraphs as though fully stated herein.
30. Rentdebt violated the Fair Credit Reporting Act, 15 U.S.C. §1681s-2(b), by failing to reasonably investigate Plaintiff's dispute when Experian forwarded Plaintiff's dispute of the tradeline.
31. Rentdebt continued to report the tradeline despite its own client instructed it to delete the tradeline.
32. An investigation into Plaintiff's dispute would easily have discovered that the tradeline should be removed.
33. Rentdebt failed to carry out its duties under 1681s-2(b) by failing to conduct an investigation into plaintiff's dispute.
34. Rentdebt failed to carry out its duties under 1681s-2(b) by failing to review all relevant information in plaintiff's dispute forwarded by Experian.
35. Upon receiving Plaintiff's dispute from Experian, Rentdebt merely notated that the account was a disputed account.
36. Rentdebt committed such violations willfully and negligently.

37. Plaintiff is entitled to actual, statutory and punitive damages pursuant to 15 U.S.C. §1681n and o.

COUNT III – FDCPA CLAIM AGAINST RENTDEBT

38. Plaintiff incorporates all of the above paragraphs as though fully stated herein.

39. Rentdebt violated 1692e(8) by communicating information to Experian it knew or should have known was false.

COUNT IV – FBPA CLAIM AGAINST RENTDEBT

40. Plaintiff incorporates all of the above paragraphs as though fully stated herein.

41. Rentdebt does not maintain a place of business or does not keep assets within Georgia.

42. Rentdebt committed a violation of the FDCPA which is automatically a violation of the Fair Business Practices Act-- OCGA 10-1-399.

43. Rentdebt's illegal collection tactics constitutes a consumer act or practice in violation of OCGA 10-1-399.

44. As outlined above, Plaintiff's injuries and damages were caused by Rentdebt's acts and practices.

WHEREFORE, plaintiff requests that the Court enter judgment in her favor and against Rentdebt for:

- (1) Appropriate actual, treble and punitive damages;
- (2) Litigation expenses, attorney's fees and costs of suit;
- (3) Such other or further relief as the Court deems proper

JURY TRIAL DEMAND

Plaintiff demands a jury on all issues so triable.

Dated this 19th day of October 2020.

Respectfully submitted,

By: /s/ Shimshon Wexler
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EXHIBIT A

Historical Information		Balance History			
Original Creditor	THE COLUMNS AT LAKE RIDGE	SEP 2019	\$483 Balance	\$0 Scheduled Payment	\$0 Paid
		AUG 2019	\$483 Balance	\$0 Scheduled Payment	\$0 Paid
		JUL 2019	\$483 Balance	\$0 Scheduled Payment	\$0 Paid
		JUN 2019	\$483 Balance	\$0 Scheduled Payment	\$0 Paid
		MAY 2019	\$483 Balance	\$0 Scheduled Payment	\$0 Paid
		APR 2019	\$483 Balance	\$0 Scheduled Payment	\$0 Paid
		MAR 2019	\$483 Balance	\$0 Scheduled Payment	\$0 Paid
		FEB 2019	\$483 Balance	\$0 Scheduled Payment	\$0 Paid
		JAN 2019	\$483 Balance	\$0 Scheduled Payment	\$0 Paid
		DEC 2018	\$483 Balance	\$0 Scheduled Payment	\$0 Paid
		NOV 2018	\$483 Balance	\$0 Scheduled Payment	\$0 Paid

EXHIBIT B



ECI GROUP

ECI CONSTRUCTION • ECI CAPITAL • ECI MANAGEMENT

December 2, 2019

VIA US MAIL

Experian
P.O. Box 4500
Allen, Texas
75013

To whom it may concern:

I write on behalf of ECI Management, LLC, ECI Group, Inc., and DeKalb-Lake Ridge, LLC ("ECI") regarding Dr. Nichon Roberson's credit report. In light of a proposed settlement in a putative class action lawsuit Dr. Roberson brought against ECI, it is ECI's position that the \$483 debt ECI alleges Dr. Roberson owes and any other debts ECI alleges are owed based on Dr. Roberson's past tenancy at The Columns at Lake Ridge or any other ECI properties should be removed from her credit report.

Regards,

A handwritten signature in black ink, appearing to read "Michael F. Coogan".

ECI Management, LLC managing agent for DeKalb-Lake Ridge, LLC
Michael F. Coogan, General Counsel

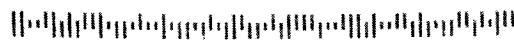
cc: Dr. Nichon Roberson

EXHIBIT C

PO Box 9701
Allen, TX 75013



0001228 (LABOR LAW) (MORTGAGE PROVISION) 540649 - CEN 00012281
NICHON ROBERSON
2349 COLLIER DR
DECATUR GA 30032-5409



NICHON ROBERSON

Dispute Results

Report # 1181-1272-79 for 01/22/20

Our reinvestigation of the dispute(s) and/or other request(s) you recently submitted is now complete. If an item you disputed is not in the list of results below, it was either not appearing in your credit file or it already reflected the requested status at the time of our reinvestigation.

We reviewed the documentation you provided with your dispute, but determined that it was not sufficient to make the changes or deletions you requested. We then forwarded your documentation to the furnisher of the information, along with a description of your dispute, and asked them to investigate your dispute. If the item you disputed was a public record, we contacted the vendor who collected the information from a public record source and asked them to verify the public record information. The results of our reinvestigation are included here.

In response to your recent request, we are sending you this credit report. Before contacting us, please review this report carefully. If you disagree with an item, you may dispute it. We will process disputes generally by sending your dispute to the furnisher of the information or to the vendor who collected the information from a public record. If we were able to make changes to your credit report based on information you provided, or if you requested the addition of a statement, we have done so. Otherwise, we have contacted the company reporting the information you disputed, supplied them all relevant information and any documents you gave us with your dispute, and instructed them to: review all information we provide them about your dispute; verify the accuracy of the information; provide us a response to your dispute; and update their records and systems as necessary.

How to read your results

Deleted - This item was removed from your credit report. **Remains** - The company that reported the information has certified to Experian that the information is accurate. This item was not changed as a result of our processing of your dispute. **Updated** (Your results will indicate which one of the following applies.) - a) The information you disputed has been updated. Please review your report for the details. b) The item you disputed has been updated, which may include an update to the disputed information. Please review your report for the details. c) The information you disputed has been verified as accurate, however, information unrelated to your dispute has been updated. Please review your report for the details. d) Information on this item has been updated. Please review your report for the details. **Processed** - This item was either updated or deleted. Please review your report for the details.

Here are your results

Credit items

RENTDEBT AUTOMATED COLRD727992 Outcome: Remains - The company that reported the information has certified to Experian that the information is accurate. This item was not changed as a result of our processing of your dispute. Please review your report for the details.

Before dispute

Date opened	First reported	Recent balance	Payment history											
			Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Sep 2016	Nov 2017	\$483 as of Jan 2020	2020	C										
Address ID #	Terms	Status	2019	C	C	C	C	C	C	C	C	C	C	C
3016469317	1 Months	Collection account. \$483 past due as of Jan 2020	2018	C	C	C	C	C	C	C	C	C	C	C
Original creditor	Monthly payment	This account is scheduled to continue on record until May 2023.	2017											
THE COLUMNS AT LAKE RIDGE	Not reported	Comment												
Type	Credit limit or original amount	Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act)												
Collection	\$483	This item was updated from our processing of your dispute in Nov 2019.												
Responsibility	High balance	Date of Status												
In individual	Not reported	Nov 2017												

Account History * (AB = Account Balance, DPR = Date Payment Received, SPA = Scheduled Payment Amount, AAP = Actual Amount Paid)

	Dec19	Nov19	Sep19	Aug19	Jul19	Jun19	May19	Apr19	Mar19	Feb19	Jan19	Dec18	Nov18	Oct18	Sep18
AB (\$)	483	483	483	483	483	483	483	483	483	483	483	483	483	483	483
DPR	ND														
SPA (\$)	ND														
AAP (\$)	ND														
	Aug18	Jul18	Jun18	May18	Apr18	Apr18									
AB (\$)	483	483	483	483	483	483									
DPR	ND	ND	ND	ND	ND	ND									
SPA (\$)	ND	ND	ND	ND	ND	ND									
AAP (\$)	ND	ND	ND	ND	ND	ND									

The original amount of this account was \$483.

If our reinvestigation has not resolved your dispute, you have several options:

You may add a statement of up to 100 words to your report. If you provide a consumer statement that contains medical information related to service providers or medical procedures, then you expressly consent to Experian including this information in every credit report we issue about you. You may contact the company that reports the information to us and dispute it directly with them. If you wish to obtain documentation or written verification concerning your accounts, please contact your creditors directly. You may provide us additional information or documents about your dispute to help us resolve it by visiting www.experian.com/upload. You may also mail your information to Experian, P.O. Box 970 Allen, Texas 75013. You may file a complaint about Experian or the company reporting the item, with the Consumer Financial Protection Bureau or your State Attorney General's office. If there has been a change to your credit history resulting from our reinvestigation, or if you add a consumer statement, you may request that Experian send an updated report to those who received your report within the last two years for employment purposes, or within the last six months for any other purpose (the past 12 months for residents of Colorado, Maryland or New York). If you send a request to have your results sent to past recipients of your credit report, please designate the organization's name and address. In the event an organization is not specifically designated, we will generally default to sending only to companies that have requested your credit information as a result of an action you took, such as applying for credit, insurance, employment or apartment rental. If interested, you may also request a description of how the reinvestigation was conducted along with the business name, address and telephone number (if reasonably available) of the furnisher of information. Thank you for helping ensure the accuracy of your credit information. For frequently asked questions about your credit report, please visit experian.com/consumerfaqs.

our Updated Credit Report

Payment History Legend

Current	Account 150 days past due	VS	Voluntarily surrendered	D	Defaulted on contract
Account 30 days past due	180 Account 180 days past due	R	Repossession	C	Collection
Account 60 days past due	CRD Creditor received deed	PBC	Paid by creditor	CO	Charge off
Account 90 days past due	FS Foreclosure proceedings started	EC	Insurance claim	CLS	Closed
Account 120 days past due	F Foreclosed	G	Claim filed with government	ND	No data for this time p

creditor reported your account balances to us, we list them in this section as additional information about your account.

Information

We cannot disclose certain medical information (relating to physical, mental, or behavioral health or condition). Although we do not generally collect this information, it is included in the credit report to provide you with a more complete history of your credit.